

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT NO.2410 OF 1996

Syndicate Bank

...Plaintiff

Vs.

Mr. Kittappa A. Karayan

...Defendant

Mr Hitesh Patel for the Plaintiff.

**CORAM : S.K. SHAH, J.
DATE : NOVEMBER 17, 2005.**

P.C.:

1. There is only one Defendant and the suit is undefended against the Defendant.

2. The Plaintiff has filed this suit for recovery of the Housing Loan of Rs.75,000/- granted to the Defendant who was employee of the Plaintiff-Bank. The Defendant failed to repay the said amount alongwith interest and therefore, the Plaintiff has filed this suit of recovery of Rs. 01,16,970/- with future interest at the rate of 17.75% per annum. The Plaintiff also claims the charge over the immovable property being Flat No.5, Chawl No.1, Survey No.2, Titwala, Taluka Kalyan, District Thane.

3. In support of the claim, the Plaintiff has filed the Agreement executed by the Defendant with the Plaintiff-Bank to create mortgage. The Plaintiff has also produced the original receipt executed by the Defendant. The Plaintiff had also produced memorandum of Agreement to create mortgage and the certified Statement of Account of the Defendant with the

Plaintiff-Bank.

4. On this evidence, the Plaintiff has proved that the Defendant had borrowed the amount of Rs.75,000/- as Housing Loan and the aforesaid flat has been mortgaged to the Plaintiff-Bank.

5. Hence, the order:

: O R D E R :

- i) The suit of the Plaintiff is decreed in terms of prayer clauses (a), (b) and (c), with costs.
- ii) The interim injunction granted during the pendency of the suit is to continue hereafter.
- iii) Decree shall be passed accordingly.

(S.K.SHAH, J)